



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

U.S. DISTRICT COURT NORTHERN DISTRICT OF TEXAS FILED <div>JUN - 9 2014</div> CLERK, U.S. DISTRICT COURT By _____ Deputy

ALBERTO FARIAS

Plaintiff.

v.

DYNAMIC RECOVERY
SERVICES, INC.

Defendant.

)
)
)
)
)
)
)
)
)
)
)

CIVIL ACTION NO.

14 CV-427-0

TRIAL BY JURY DEMANDED

COMPLAINT

Plaintiff Alberto Farias complains of Defendant Dynamic Recovery Services, Inc., and
for cause of action would respectfully show as follows:

JURISDICTION

1. Jurisdiction of this court arises under 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331.
2. All conditions precedent to the bringing of this action, have been performed.

PARTIES

3. The Plaintiff in this lawsuit is Alberto Farias, a natural person and a citizen of the State of Texas, County of Tarrant, and City of Fort Worth.
4. The Plaintiff is a consumer as defined by the FDCPA, 15 U.S.C. § 1692a(3).
5. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
6. The Defendant in this lawsuit is Dynamic Recovery Services, Inc. (herein after "DRS") a debt collection company with primary place of business at 4101 McEwen, Suite 150, Farmers Branch, TX 75244.

7. DRS is registered with the Texas Secretary of State pursuant to Tex. Fin. Code § 392.101 to engage in debt collection activities in Texas.
8. DRS may be served with process by serving: Julian R. Teh, 4101 McEwen, Suite 150, Farmers Branch, TX 75244.
9. Defendant, DRS is an entity who at all relevant times was engaged, by use of the mails, in the business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).
10. Defendant DRS is a “debt collector” as defined by 15 U.S.C. § 1692a(6).
11. DRS is a furnisher of information within the meaning of Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

VENUE

12. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), the occurrences which give rise to this action occurred in Tarrant County, Texas and Plaintiff resides in Tarrant County, Texas.
13. Venue is proper in the Northern District of Texas.

FACTUAL ALLEGATIONS

14. At all relevant times, Defendant DRS is attempting to collect an alleged but non-existent consumer debt from Plaintiff in the amount of \$172.99, allegedly owed to ATMOS Energy, which subsequently has been purchased by Defendant DRS.
15. On **April 6, 2014**, Plaintiff discovered that Defendant DRS was reporting false and erroneous information on Plaintiff’s Experian consumer credit report, regarding an alleged but non-existent account with ATMOS Energy.

16. Plaintiff has never had any business relationship of any kind with Defendant DRS and had not received any type of communication from Defendant DRS.
17. Defendant DRS is currently reporting an alleged but non-existent account on Plaintiff's Experian consumer credit report, which does not belong to Plaintiff.
18. On **April 7, 2014**, Plaintiff sent a dispute letter to Experian credit reporting agency disputing the false and erroneous information being reported by Defendant DRS.
19. **Refer to ¶18**, as a result of the dispute, Experian credit reporting agency reported that the information was updated and would remain.
20. Defendant DRS did not mark the alleged consumer debt as "disputed" on Plaintiff Experian Consumer Report. **(See Exhibit A)**
21. Defendant DRS knew Plaintiff had disputed the alleged consumer debt and still reported the alleged consumer debt to Plaintiff's Experian consumer report without disclosing that the debt is disputed. **(Refer to Exhibit A)**
22. Defendant DRS reported the false and erroneous information to Experian credit reporting agency and failed to send Plaintiff a thirty-day validation notice within five days of the initial communication as required by the Fair Debt Collection Practices Act, 15 U.S.C. § 1692g.
23. On or around May 11, 2014, Plaintiff received a written correspondence from Defendant DRS dated **May 07, 2014**, alleging that Plaintiff owes a consumer debt in the amount of \$172.99 allegedly owed to ATMOS Energy. **(See Exhibit B)**
24. **Refer to Exhibit A**, In Defendant DRS written correspondence, Defendant states:

"As of the above date, the above reference account with ATMOS Energy has been placed in our office for collection in the amount of \$172.99."

25. **Refer to Exhibit B**, according to the written correspondence; Defendant DRS informs Plaintiff that as of May 7, 2014 the alleged account was placed with Defendant.
26. **Refer to Exhibit B**, the written correspondence states: "This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector."
27. Defendant DRS informed Plaintiff that as of May 7, 2014 the alleged account with ATMOS Energy was placed with Defendant, but Defendant began reporting the same alleged account on Plaintiff's Experian credit report on or before April 6, 2014.
28. **Refer to Exhibit B**, the correspondence dated May 07, 2014 sent by Defendant DRS was the initial written correspondence to Plaintiff and failed to contain the notices required by Fair Debt Collection Practices Act, 15 U.S.C. § 1692g(a)(3), 1692g(a)(4), and 1692g(a)(5).
29. On **May 13, 2014** Plaintiff sent a letter to Defendant DRS via United States Postal Service certified mail disputing the alleged consumer debt and requesting validation, pursuant to FDCPA, 15 U.S.C. § 1692g. (**See Exhibit C**)
30. Defendant DRS received Plaintiff's request for validation on May 14, 2014 at 12:16 p.m.
31. **Refer to ¶29**, the requests for validation sent to Defendant DRS was sent in a timely manner and within the 30 days of initial communication.
32. Plaintiff disputes having any account with ATOMS Energy or Defendant DRS.
33. Plaintiff disputes owing and having any obligation to the alleged consumer debt being demanded by Defendant DRS.

34. On **May 31, 2014** Plaintiff sent a notice of the violations of The Fair Debt Collection Practices Act and Fair Credit Reporting Act to Defendant DRS. This was in an effort to amicably resolve this matter before taking civil action against Defendant DRS.
35. On **June 5, 2014**, Chief of Staff for Defendant DRS, Raymond O. Davidson III (hereinafter "COS Raymond) informed Plaintiff that a written communication was sent to Plaintiff in December 2013. **(See Exhibit D)**
36. In COS Raymond communication to Plaintiff, the correspondence states: "This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector" **(Refer to Exhibit D)**
37. **Again**, in Defendant DRS written correspondence dated May 07, 2014 **(Refer to Exhibit B)**, Defendant informed Plaintiff that the alleged account in question was placed with Defendant as of May 07, 2014, but COS Raymond informs Plaintiff that an alleged written communication was sent to Plaintiff in December 2013 **(Refer to Exhibit D)**.
38. **Refer to ¶24 and ¶35**, the information Defendant DRS provided Plaintiff is in contradiction and is confusing to the least sophisticated consumer.
39. On **June 05, 2014**, Plaintiff obtained his Experian consumer report and noticed that Defendant DRS had obtained his Experian consumer report on **June 05, 2014**. **(Exhibit E)**
40. On **June 05, 2014**, Defendant DRS obtained Plaintiff's Experian consumer report. **(Refer to Exhibit E)**
41. The Fair Credit Reporting Act, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer report. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes

application for employment, for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.

42. Based on information and belief, Defendant DRS did not have a lawful purpose for requesting, obtaining and using Plaintiff's Experian consumer credit report from Experian on **June 05, 2014**.
43. Defendant DRS request, acquisition and use of Plaintiff's Experian consumer report on **June 05, 2014** was in violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(f).
44. At no time did Plaintiff ever have a relationship of any kind with Defendant DRS as defined within The Fair Credit Reporting Act 15 U.S.C. § 1681b(3)(A)-(F).
45. Plaintiff does not recall ever having a relationship of any kind with ATMOS Energy regarding the alleged account as defined within The Fair Credit Reporting Act 15 U.S.C. § 1681b(3)(A)-(F).
46. There is no account that the Defendant DRS has or had that would have given the Defendant permissible purpose to obtain Plaintiff's Experian consumer report on **June 05, 2014** and therefore Plaintiff is entitled to damages for breach of said duty.
47. Defendant DRS failure to comply with the Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) when it requested, obtained and used Plaintiff's Experian consumer report on **June 05, 2014** was willful, as contemplated under 15 U.S.C. § 1681n under the Fair Credit Reporting Act.
48. **In the alternative**, Defendant DRS failure to comply with the Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) when it requested, obtained and used Plaintiff's Experian consumer

report on **June 05, 2014** was negligent, as contemplated under 15 U.S.C. § 1681o under the Fair Credit Reporting Act.

49. Defendant DRS has not provided any validation of the alleged consumer debt in question as Plaintiff had requested on May 13, 2014.
50. Defendant DRS has not provided Plaintiff any extrinsic evidence of the alleged consumer debt, either in its initial demands for payment or subsequent demands for payment.
51. Defendant DRS has not provide Plaintiff with any type of validation and has continued to attempt to collect on the alleged consumer debt, specifically by continuing to the reporting of the alleged consumer debt to Plaintiff's Experian consumer report, sending Plaintiff an electronic mail correspondence demanding payment, and obtaining Plaintiffs Experian consumer report.
52. Upon Information and belief, Defendant DRS did not or has not contacted ATMOS Energy and verified the nature, status, balance of the debt, or that Defendant is not demanding payment from wrong consumer.
53. Upon information and belief, Defendant DRS did not check its own records to verify the alleged consumer debt belongs to Plaintiff.
54. Based on a non-existent alleged consumer debt, Defendant DRS knows that Plaintiff does not have any account with ATMOS Energy and does owe any money to ATMOS Energy and still continues to collect on the alleged but non-existent consumer debt.
55. All violations complained of herein occurred within the statute of limitations of the applicable federal statutes.

COUNT I

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692e(2)(A) BY DEFENDANT DYNAMIC RECOVERY SERVICES, INC.

56. Paragraphs 1 through 55 are re-alleged as though fully set forth herein.

57. Defendant aforementioned conduct violated the FDCPA.

58. Defendant DRS attempting to collect an alleged consumer debt that Plaintiff does not have any obligation or does not owe is a misrepresentation of the “character” and “legal status” of a debt, is a violation of 15 U.S.C. § 1692e(2)(A),

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Defendant violated the FDCPA and/or admission from the Defendant(s) that they violated the FDCPA;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C § 1692k.
- c) Awarding Plaintiff reasonable attorneys’ fees and costs incurred in this action;
- d) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- e) Awarding such other and further relief as the Court may deem just and proper.

COUNT II

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692e(10) BY DEFENDANT DYNAMIC RECOVERY SERVICES, INC.

59. Paragraphs 1 through 58 are re-alleged as though fully set forth herein.

60. Defendant aforementioned conduct violated the FDCPA.

61. Defendant DRS reporting the alleged consumer debt in question to Experian consumer credit reporting agency and failing to notify Plaintiff of the derogatory account is an unfair and deceptive means to collect the alleged consumer debt, in violation of 15 U.S.C. § 1692e(10),

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- f) Adjudging that Defendant violated the FDCPA and/or admission from the Defendant(s) that they violated the FDCPA;
- g) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C § 1692k.
- h) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action;
- i) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- j) Awarding such other and further relief as the Court may deem just and proper.

COUNT III

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692f(1) BY DEFENDANT DYNAMIC RECOVERY SERVICES, INC.

62. Paragraphs 1 through 61 are re-alleged as though fully set forth herein.
63. Defendant aforementioned conduct violated the FDCPA.
64. Defendant DRS actions of making attempts to collect on an alleged but non-existent consumer debt not authorized by an agreement creating a debt or permitted by law is a violation of 15 U.S.C. § 1692f(1).

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Defendant violated the FDCPA and/or admission from the Defendant(s) that they violated the FDCPA;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C § 1692k.
- c) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action;
- d) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- e) Awarding such other and further relief as the Court may deem just and proper.

COUNT IV

**VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692g
BY DEFENDANT DYNAMIC RECOVERY SERVICES, INC.**

65. Paragraphs 1 through 64 are re-alleged as though fully set forth herein.

66. Defendant aforementioned conduct violated the FDCPA.

67. Defendant DRS failed to send Plaintiff a thirty (30) day validation notice within five (5) days of the initial communication, which was the reporting of the alleged but non-existent consumer debt to Plaintiff Experian consumer report, is a violation of 15 U.S.C. § 1692g.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- f) Adjudging that Defendant violated the FDCPA and/or admission from the Defendant(s) that they violated the FDCPA;
- g) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C § 1692k.
- h) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action;
- i) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- j) Awarding such other and further relief as the Court may deem just and proper.

COUNT V

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692g(a)(3) BY DEFENDANT DYNAMIC RECOVERY SERVICES, INC.

68. Paragraphs 1 through 67 are re-alleged as though fully set forth herein.
69. Defendant aforementioned conduct violated the FDCPA.
70. Defendant DRS failed to inform Plaintiff of his right to dispute within thirty (30) days in the initial written communication on May 07, 2014, is a violation of 15 U.S.C. § 1692g(a)(3).

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- k) Adjudging that Defendant violated the FDCPA and/or admission from the Defendant(s) that they violated the FDCPA;
- l) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C § 1692k.
- m) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action;
- n) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- o) Awarding such other and further relief as the Court may deem just and proper.

COUNT VI

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692g(a)(4) BY DEFENDANT DYNAMIC RECOVERY SERVICES, INC.

- 71. Paragraphs 1 through 70 are re-alleged as though fully set forth herein.
- 72. Defendant aforementioned conduct violated the FDCPA.
- 73. Defendant DRS failed to inform Plaintiff of right to have verification/judgment mailed to consumer in the initial written communication on May 07, 2014, is a violation of 15 U.S.C. § 1692g(a)(4).

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- p) Adjudging that Defendant violated the FDCPA and/or admission from the Defendant(s) that they violated the FDCPA;
- q) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C § 1692k.
- r) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action;
- s) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- t) Awarding such other and further relief as the Court may deem just and proper.

COUNT VII

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692g(a)(5) BY DEFENDANT DYNAMIC RECOVERY SERVICES, INC.

74. Paragraphs 1 through 73 are re-alleged as though fully set forth herein.

75. Defendant aforementioned conduct violated the FDCPA.

76. Defendant DRS failed to inform Plaintiff that Defendant will provide name and address of original creditor if different from current creditor in the initial written communication on May 07, 2014, is a violation of 15 U.S.C. § 1692g(a)(5).

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- u) Adjudging that Defendant violated the FDCPA and/or admission from the Defendant(s) that they violated the FDCPA;
- v) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C § 1692k.
- w) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action;
- x) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- y) Awarding such other and further relief as the Court may deem just and proper.

COUNT VIII

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692g(b) BY DEFENDANT DIVERSIFIED CONSULTANTS, INC.

77. Paragraphs 1 through 76 are re-alleged as though fully set forth herein.
78. Defendant aforementioned conduct violated the FDCPA.
79. Defendant DRS failure to provide validation of the alleged consumer debt and cease collection efforts within the thirty (30) day validation period when Plaintiff requested validation on May 13, 2014, is a violation of 15 U.S.C. § 1692g(b).
80. Defendant DRS did not provide Plaintiff with any type of validation and has continued to attempt to collect on the alleged consumer debt, specifically by continuing to the reporting of the alleged consumer debt to Plaintiff's Experian consumer report, sending Plaintiff an electronic mail correspondence demanding payment, and obtaining Plaintiff's Experian consumer report, is a violation of 15 U.S.C. § 1692g(b).

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Defendant violated the FDCPA and/or admission from the Defendant(s) that they violated the FDCPA;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C § 1692k.
- c) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action;
- d) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- e) Awarding such other and further relief as the Court may deem just and proper.

COUNT IX

**VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C § 1681s-2(b)
BY DEFENDANT DYNAMIC RECOVERY SERVICES, INC.**

81. Plaintiff realleges and incorporates paragraphs 1 through 80 as though fully set forth herein.
82. Experian are consumer reporting agencies within the meaning of FCRA, 15 U.S.C. § 1681a(f).
83. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).
84. DRS violated Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b) by continuing to the DYNAMIC RECOVERY SERVICE representation within Plaintiff's credit file with Experian without also including a notation that this debt was disputed;
85. DRS violated Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b) by failing to fully and properly investigate the Plaintiff's dispute of the DYNAMIC RECOVERY SERVICE representation.
86. DRS violated Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b) by failing to accurately respond to Experian consumer reporting agency.
87. DRS violated Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b) by failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the DYNAMIC RECOVERY SERVICE representations to the consumer reporting agency in the months of April 2014, May 2014, and June 2014.
88. DRS conduct, action and inaction was willful, rendering it liable for actual or statutory, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

89. The Plaintiff is entitled to recover costs and any attorney's fees from DRS in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and 15 U.S.C. § 1681o

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Defendant violated the FCRA and/or admission from the Defendant(s) that they violated the FCRA;
- b) Awarding Plaintiff statutory damages in the amount of **\$1,000.00 per month per reporting agency** that erroneous and derogatory information was contained in Plaintiff's credit files as a result of Defendant's actions, pursuant to 15 U.S.C § 1681n;
- c) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action;
- d) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- e) Awarding such other and further relief as the Court may deem just and proper.

COUNT X

**VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681b(f),
WILLFUL NON-COMPLIANCE BY DEFENDANT BOSTON PORTFOLIO ADVISORS,
INC.**

90. Paragraphs 1 through 89 are re-alleged as though fully set forth herein.

91. Experian is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

92. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

93. The actions of Defendant DRS obtaining Plaintiff's Experian consumer report on June 05, 2014 with no permissible purpose or Plaintiff's consent was a willful violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

WHEREFORE, Plaintiff demands judgment for damages against Defendant DRS for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

COUNT XI

**VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681,
NEGLIGENT NON-COMPLIANCE BY DEFENDANT BOSTON PORTFOLIO
ADVISORS, INC.**

94. Paragraphs 1 through 93 are re-alleged as though fully set forth herein.
95. The actions of Defendant DRS obtaining Plaintiff's Experian consumer report on June 06, 2014 with no permissible purpose or Plaintiff's consent was a negligent violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.


WHEREFORE, Plaintiff demands judgment for damages against Defendant DRS for statutory damages, any attorney's fees, and costs pursuant to **15 U.S.C. § 1681o**.

DEMAND FOR JURY TRIAL

Plaintiff is entitled to and hereby demands trial by jury.

Dated: June 06, 2014

Respectfully Submitted,


Alberto Farias
1413 Clinton Avenue
Fort Worth, TX 76164
(817) 705-1340
fariasalberto@outlook.com



Online Personal Credit Report from Experian for

Experian credit report prepared for

ALBERTO FARIAS

Your report number is

3173-6732-83

Report date:

05/29/2014

Index:

- [Contact us](#)
- [Potentially negative items](#)
- [Accounts in good standing](#)
- [Requests for your credit history](#)
- [Personal information](#)
- [Important message from Experian](#)
- [Know your rights](#)

Experian collects and organizes information about you and your credit history from public records, your creditors and other reliable sources. By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display in your report, but in reports to others they display only as "Medical Information Provider." Consumer statements included on your report at your request that contain medical information are disclosed to others.

To return to your report in the near future, log on to www.experian.com/consumer and select "View your report again" or "Dispute" and then enter your report number.

If you disagree with information in this report, return to the Report Summary page and follow the instructions for disputing.

Contact us

[back to top](#)

Need to view your report again or dispute information? Access your report online at www.experian.com/viewreport.

You may also contact us by mail at:

NCAC

P.O. Box 9701

Allen, TX 75013

Or, by phone at:

1 800 493 1058

Monday through Friday, 9 am to 5 pm in your time zone.

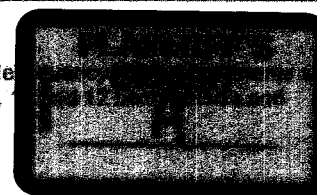
You may also submit additional relevant information or supporting documentation for your disputes electronically at experian.com/upload.

Be advised that written information or documents you provide with respect to your disputes may be shared with any and all creditors with which you are disputing.

Potentially Negative Items or items for further review

[back to top](#)

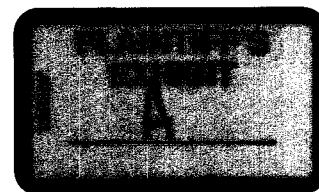
This information is generally removed seven years from the initial missed payment that led to the delinquency. Most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies.



DYNAMIC RECOVERY SERVICE

Address: Account Number:
4101 MCEWEN RD STE 150 7965489

Original Creditor:
ATMOS ENERGY



FARMERS BRANCH, TX 75244

(972) 241-5611

Address Identification Number:

0149205455

Status: Collection account. \$173 past due as of Mar 2014.

Status Details: This account is scheduled to continue on record until Sep 2016.

This item was updated from our processing of your dispute in May 2014.

Date Opened:

12/2013

Type:

Collection

Reported Since:

03/2014

Terms:

1 Months

Date of Status:

03/2014

Monthly Payment:

\$0

Last Reported:

03/2014

Responsibility:

Individual

Credit Limit/Original Amount:

\$173

High Balance:

NA

Recent Balance:

\$173 as of 03/2014

Recent Payment:

\$0

Your Statement:

Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act).

Payment History:

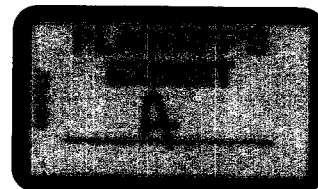
2014

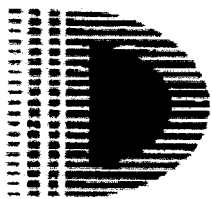
MAR

C

Account History:

Collection as of Mar 2014





Dynamic Recovery Services, Inc.

May 7, 2014

Alberto Farias
1413 Clinton Ave
Fort Worth, TX 76164

Re: ATMOS Energy
File: 7965489
Balance: \$172.99
Account#: 003026529685

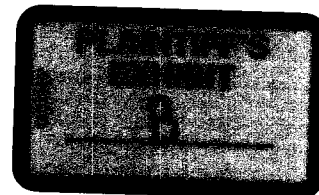
As of the above date, the above referenced account with ATMOS Energy has been placed in our office for collection in the amount of \$172.99. Please contact our office immediately at 1-800-886-8088 X 2266 to make arrangements concerning this past due balance.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

Sincerely,

Steve Rogers
Collection Manager

4101 McEwen * Suite 150 * Farmers Branch, TX * 75244 * 972-241-5611



Certified Mail #: 7014 0150 0001 8082 3389

Date: May 13, 2014

Alberto Farias
1413 Clinton Ave
Fort Worth, TX 76164

Dynamic Recovery Services, Inc.
4101 McEwen, Suite 150
Farmers Branch, TX 75244

RE: Account Number: 003026529685
Original Creditor: ATMOS Energy

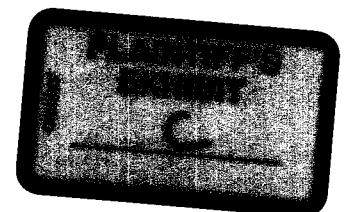
This is a request for validation made pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692g, Section 809.

I am responding to your contact about collecting a debt. I am in receipt of your letter dated May 07, 2014 and identified the debt as ATMOS Energy, Account Number: 003026529685 in the amount of \$172.99.

I do not have any responsibility for the debt you're trying to collect. If you have good reason to believe that I am responsible for this debt, mail me the documents that make you believe that.

Sincerely,

/s/ Alberto Farias
ALBERTO FARIAS



[Print](#)[Close](#)

RE: contact

From: **R. Davidson** (rdavidson@drsinc.us)
Sent: Thu 6/05/14 9:06 AM
To: 'Alberto Farias' (fariasalberto@outlook.com)
1 attachment
farias.pdf (50.2 KB)

Good morning Mr. Farias:

Please find enclosed the letter sent to you in December, 2013. This validation of debt letter did not come back to us as returned mail. This would imply that you or whomever lived at the 1413 Clinton Ave Fort Worth, TX 76164 address received it. A review of the facts of your account provide us with the knowledge that we have closely followed the law with no violations. We are still unsure of your intentions in this situation but wish to resolve amicably. Dynamic Recovery Services, Inc. will not be paying you any money *under any circumstances*. We recommend you pay your account at your earliest convenience.

Thanks,

Raymond O. Davidson III

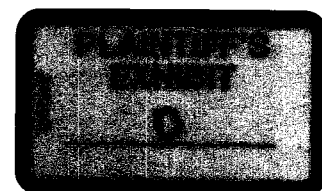
Chief of Staff

Dynamic Recovery Services, Inc.

(800) 886-8088 Ext 2262

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

From: Alberto Farias [mailto:fariasalberto@outlook.com]
Sent: Wednesday, June 04, 2014 4:39 PM
To: R. Davidson
Subject: RE: contact



[Logout](#)[Report
Summary](#)[Potentially
Negative
Items](#)[Accounts in
Good
Standing](#)[Requests for
Your Credit
History](#)[Personal
Information](#)[Your
Personal
Statement](#)[Get Credit
Monitor](#)[Get Credit
Score](#)

Are you at risk for
**IDENTITY
THEFT?**

Low-Risk

Help reduce your risk
with **ProtectMyID™**
from Experian

Get Protected ➔

with enrollment in PMID

Experian

Requests for Your Credit History Summary

[Where do you get this information?](#)[What if I feel there is an error?](#)

Experian credit report prepared for
ALBERTO FARIAS

Your report number is
3173-6732-83

Report date: **June 05, 2014**

Credit Report Toolkit:

[Print your report](#)[Credit Education](#)[Know your rights](#)[Credit Fraud Center](#)

We make your credit history available to your current and prospective creditors and employers as allowed by law. Personal data about you may be made available to companies whose products and services may interest you. As required by the Fair Credit Reporting Act, we display these requests for your credit history as a record of fact.

[Requests viewed by others](#)[Requests viewed only by you](#)

**Add Triple
Alert™ Credit
Monitoring**
for only \$4.95
per month!

GET IT NOW! ➔

Requests Viewed By Others

According to the Fair Credit Reporting Act, credit grantors with a permissible purpose may request your credit information. When a request for your credit history is made, a record of who made the request and the reason they requested your credit will display on your credit report for two years.

The following information is part of your credit history and is provided to others.

Requests Viewed Only By You

According to the Fair Credit Reporting Act, credit grantors listed in this section had a permissible purpose to request your information. When a request for your information is made, it will display on your credit report for two years.

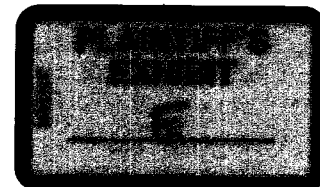
We report these requests only to you as a record of those who requested your information, and we do not include any of these requests on credit reports to others.

• DYNAMIC RECOVERY SERVICE

Date: June 5, 2014

Get the Score!
Add your
Credit Score
for only \$2.95

GET IT NOW! ➔



JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ALBERTO FARIAS

DEFENDANTS

DYNAMIC RECOVERY SERVICES, INC.

(b) County of Residence of First Listed Plaintiff TARRANT
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant DALLAS
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

4-14 CV-427-0**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1692 et al. and 15 U.S.C § 1681s-2(b)

Brief description of cause:

Violations of Fair Debt Collection Practices Act and Fair Credit Reporting Act

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) PENDING OR CLOSED:

(See instructions):

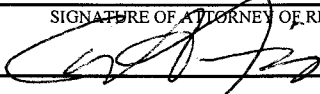
JUDGE

DOCKET NUMBER

DATE

06/06/2014

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____